

THIS MORTGAGE, Made this 13 day of December, 1968,
by JAMES R. WALKER and MARY L. WALKER, Husband and Wife
to LOUIE GERRUE and LENA GERRUE, Husband and Wife

hereinafter called Mortgagor,
hereinafter called Mortgagee,
WITNESSETH, That said mortgagor, in consideration of SIX THOUSAND AND NO/100
(\$6,000.00) Dollars, to him paid by said mortgagee, does hereby grant,
bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real prop-
erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

SEE EXHIBIT "A" attached hereto

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,
and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said
premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

To Have and to Hold the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and
assigns forever.

This mortgage is intended to secure the payment of a certain promissory note, described as follows:

This mortgage is subject to the mortgage to First Federal Savings and
Loan Association of Klamath and CHESTER A. LUSK and MARIAN C. LUSK,
Husband and Wife, recorded April 25, 1957 in Volume 176 at page 270
of Klamath County, Oregon, mortgage records and the interest of ELI
M. BUTLER and PEGGY L. BUTLER, HAROLD DANIELS and PHYLLIS L. DANIELS,
Grantors on the deed attached hereto and marked Exhibit "A".

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said
premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest according to the terms thereof; that while
any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property,
or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any
and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the
buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage,
in the sum of \$.....
have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said
premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer
any waste of said premises. Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its
terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the pay-
ment of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose any lien on said prem-
ises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable,
and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges of any lien, encumbrances or insur-
ance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt
secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of
covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay
any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable
costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge
reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further
promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the
lien of this mortgage and included in the decree of foreclosure. Each and all of the covenants and agreements herein contained shall apply to and bind the
heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively. In case suit or action is commenced to foreclose this
mortgage, the court may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency
of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending
the execution of said trust.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular
pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made,
assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above
written.

James R. Walker (SEAL)
Mary L. Walker (SEAL)

ORS 93.490

STATE OF OREGON, County of Multnomah

December 13, 1968

Personally appeared the above named JAMES R. WALKER and MARY L. WALKER

and acknowledged the foregoing instrument to be their

Before me: Buster A. Banta, Notary Public for Oregon

My commission expires: 10/12/70

MORTGAGE

JAMES R. WALKER and

MARY L. WALKER

TO

LOUIE GERRUE and

LENA GERRUE

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

AFTER RECORDING RETURN TO

James Ronald Walker
Trailer West
16710 S. E. 82nd St.
Bellevue, Oregon 97005

STATE OF OREGON,

County of ss.

I certify that the within instru-
ment was received for record on the
day of , 19
at o'clock M., and recorded
in book on page
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

Title.

By Deputy